

1 BILL NO. S-84-11-36

2 SPECIAL ORDINANCE NO. S-174-84

3 (AS AMENDED)

4 ORDINANCE DESIGNATING THE BOARD
5 OF PUBLIC WORKS AND SAFETY AS LEASING AGENT
6 FOR THE CITY OF FORT WAYNE, INDIANA; APPROVING THE LEASE
7 OF CERTAIN PROPERTY BY THE CITY OF FORT WAYNE,
8 INDIANA AND ITS MUNICIPALLY OWNED UTILITIES; APPROVING A FORM
9 OF LEASE; AUTHORIZING ACCEPTANCE OF A LESSOR; AND APPROVING
10 OTHER ACTIONS WITH RESPECT THERETO.

11 WHEREAS, the City of Fort Wayne and its municipally
12 owned utilities needs to acquire an extensive number of items of
13 personal property for continued effective operations; and

14 WHEREAS, the Board of Public Works and Safety has, in
15 the past, generally coordinated the acquisition of items of per-
16 sonal property and has let bids therefore; and

17 WHEREAS, numerous bids have been let for the acquisition
18 of items of personal property, and this Common Council has
19 approved the acquisition of said items of personal property; and

20 WHEREAS, this Common Council now deems it in the public
21 interest to lease said items of personal property rather than
22 purchase said items; and

23 WHEREAS, sufficient money has been appropriated and suf-
24 ficient net revenues are available from the City's municipally
25 owned utilities to make lease rental payments on a timely basis
26 as required for the leasing of said property; and

27 WHEREAS, a form of lease with option to purchase has
28 been reviewed and is deemed appropriate for the lease of said
29 items of personal property by the City and its utilities; and

30 WHEREAS, notices have been published requesting propo-
31 sals from lessors to acquire the items of personal property and
32 to lease same to the City and its utilities, pursuant to the
terms and conditions contained in the form of lease; and

WHEREAS, the proposed leases provide for fair and reason-
able rental and other equitable terms and conditions and,

1 further, that the execution of said leases will permit the use
2 and acquisition of said property within the present financial
3 capabilities of the City and its utilities and therefore same is
4 in the public interest.

5 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
6 THE CITY OF FORT WAYNE, INDIANA THAT:

7 SECTION 1. This Common Council finds that the Board of
8 Public Works and Safety should be and hereby is designated as the
9 leasing agent for the City of Fort Wayne, Indiana and its utili-
10 ties for the transactions herein contemplated.

11 SECTION 2. The Common Council of the City of Fort Wayne
12 hereby authorizes the City and its utilities to lease, as
13 leasees, those items of personal property listed on the attached
14 Exhibits "A-1" (Civil City) and "A-2" (Utilities), made a part
15 hereof. It is understood that the exact lessor purchase costs
16 for such items of personal property listed on the Exhibits "A-1"
17 and "A-2" shall be determined in accordance with bidding proce-
18 dures of this City and accordingly subject to approval by this
19 Council.

20 SECTION 3. The form of the lease, with option to
21 purchase, for said leases is attached hereto as a part hereof, as
22 Exhibit "B". This form of lease, with option to purchase, shall
23 be used by the City and its utilities for the transactions herein
24 contemplated and said form of lease is hereby approved and
25 ratified. This lease form may be modified only to the extent
26 that such modifications are not material in form or
27 consideration.

28 SECTION 4. The Board of Public Works and Safety of the
29 City of Fort Wayne is hereby designated as the City's leasing
30 agent herein and as said leasing agent is empowered and
31 authorized to award lessor rights to the most responsive and
32 responsible bidder.

SECTION 5. The Mayor and the Board of Public Works and Safety are empowered and authorized to execute, on behalf of the City and its utilities, leases and other documents as contemplated herein with the lessor so selected.

SECTION 6. Lease payments for all Civil City leases entered into hereunder shall be subject to annual appropriation by this Council.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Mark E. Quinto
Councilmember

APPROVED AS TO FORM AND LEGALITY.

Bruce O. Boxberger, City Attorney

Dated this 26 day of Nov, 1984

Read the first time in full and on motion by Mr. Burns, seconded by Mr. Henry, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 11-27-84, the 11 day of November, 19 84, at 10:00 o'clock 10.M.,E.S.

DATE: 11-27-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Mr. Henry, seconded by Mr. Burns, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>2</u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 12-18-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-174-84 on the 18th day of December, 19 84,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Ray A. E. E. E.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 20th day of December, 19 84, at the hour of 10:00 o'clock 10.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of December, 19 84, at the hour of 2:00 o'clock 2.M.,E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

CITY OF FORT WAYNE EQUIPMENT ACQUISITIONS
MASTER LEASE PROGRAM
1984 AND 1985
BY DEPT.

DEPT.	PURCH	QTY	COST (000)	TOTAL COST	AGE	EQUIPMENT
CIVIL CITY		100	0.3	\$30,000	7	FURNITURE
CIVIL CITY		100	0.3	\$30,000	7	FURNITURE
COMMUN		1	9.5	\$9,500	7	1/2 TON VAN
COMMUN		1	300	\$300,000	7	COMPUTER SYSTEM
COMMUN*	\$72,690	1	11	\$11,000	4	CAR, FULL SIZE
COMMUN*	\$86,996	1	72.69	\$72,690	10	FIRE ALARM DECODERS
COMMUN*	\$51,000	50	1.73992	\$86,996	10	RADIOS (POLICE)
FIRE		6	8.5	\$51,000	4	CARS, SMALL
FIRE		2	12	\$24,000	7	TRUCK, 4WD BLAZERS
FIRE		1	20	\$20,000	7	VAN, LARGE, MANPOWER
FIRE*	\$199,199	1	11	\$11,000	7	VAN
FIRE*	\$367,765	4	199.199	\$796,796	10	PUMPER W/CHASSIS
PARK DEPT		1	367.765	\$367,765	10	LADDER W/CHASSIS
PARK DEPT		1	7.8	\$7,800	4	AUTOMOBILE
PARK DEPT		1	9.2	\$9,200	4	TRI-PLEX MOWER
PARK DEPT		1	10.5	\$10,500	7	UTILITY TRACTOR
PARK DEPT		2	5	\$10,000	4	60 IN. RIDING MOWER
PARK DEPT		1	19.5	\$19,500	7	ELECTRICIAN HI-RANGER
PARK DEPT		1	14	\$14,000	7	1 1/2 TON DUMP TRUCK
PARK DEPT		1	5.6	\$5,600	7	GOLF UTILITY VEHICLE
PARK DEPT		1	6	\$6,000	7	15 FT. ROTARY MOWER
PARK DEPT		1	15	\$15,000	7	VAN
PARK DEPT		3	8.6	\$25,800	7	1 TON DUMP TRUCK
PARK DEPT		1	40	\$40,000	10	ZAMBONI
POLICE		10	8.5	\$85,000	4	85 CAR, DETECTIVE
POLICE		28	10.5	\$294,000	4	85 CAR, PATROL
POLICE*	\$81,554	10	8.5	\$85,000	4	84 CAR, DETECTIVE
POLICE*	\$297,933	28	10.6071428571	\$297,000	4	84 CAR, PATROL
POLICE*	\$26,447	2	11	\$22,000	4	84 TRUCK, 4WD, TRAF. DIV.
TRAFFIC		1	127.503	\$127,503	7	COMMUNICATIONS
TRAFFIC*	\$92,000	3	25	\$75,000	4	AMBULANCE CHASSIS
TRAFFIC		2	46	\$92,000	7	AMBULANCE
TRAFFIC		1	12	\$12,000	10	CONTROLLER
TRAFFIC		1	6	\$6,000	10	CONTROLLER
TRAFFIC*	\$2,098	2	57.5	\$115,000	7	COMPUTER SYSTEM
TRAFFIC*		1	6	\$6,000	10	SIGN MACH
TOTAL	\$1,277,682			\$3,190,650		

EXHIBIT A-2 (UTILITIES)

CITY OF FORT WAYNE EQUIPMENT ACQUISITIONS
MASTER LEASE PROGRAM
1984 AND 1985
BY DEPT.

***** PLAN *****

DEPT.	PURCH	QTY	COST(000)	TOTAL COST	AGE	EQUIPMENT
AIRPORT*	\$14,691	1	14.691	\$14,691	7	TRUCK, CREWCAB
AIRPORT*	\$10,257	1	11	\$11,000	4	CARS, SEDAN
CDP		1	10.7	\$10,700	4	CAR
CDP		2	9.25	\$18,500	4	CAR, SMALL
CIVIL CITY		9	10.7	\$96,300	4	CARS
CIVIL CITY*		9	10.25733333	\$92,316	4	CARS
DATA PROC	\$92,316	1	177.5	\$177,500	7	CONTROLLER
DATA PROC		1		\$600,000	7	COMPUTER EQUIPMENT (IMS,OAS)
ELECTRIC	\$35,000	32	6	\$192,000	7	MICROS
ELECTRIC		1	32	\$32,000	10	FURNACE
ELECTRIC		1	15.5	\$15,500	7	1 TON VAN
GARAGE		1	9	\$9,000	4	STATION WAGON
GARAGE		1	7.5	\$7,500	10	BRAKE LATHE
GARAGE		1	7.5	\$7,500	7	1/2 TON P/V (PARTS TRUCK)
GARAGE		1	9.6	\$9,600	7	3/4 TON P/V (SERVICE TRUCK)
GARAGE		1	10.8	\$10,800	7	3/4 TON P/V W/ELG (TIRE)
GARAGE		3	5	\$15,000	10	LIFTS
GARAGE		1	8	\$8,000	7	AIR COMPRESSOR
GARAGE		1	5	\$5,000	7	COPIER
GARAGE		10	6	\$60,000	4	LIGHT BOARDS
GARAGE		1	17.5	\$17,500	7	ANALYZER/INTERROGATOR
GARAGE		1	4.5	\$4,500	10	TIRE CHANGER
GARAGE*	\$55,047	1	70	\$70,000	7	INVENTORY/MAIN. COMPUTER
SHED*	\$57,088	7	67	\$67,000	7	AUTOMATED PUMPS
ST ENGINEERING		1	8.5	\$9,500	4	CARS, SMALL
STREET		1	9	\$9,000	4	CAR, MID SIZE
STREET		1	12.5	\$12,500	7	4WD
STREET		2	70	\$140,000	4	PELICANS
STREET		1	40	\$40,000	10	ROLLER
STREET		2	7.5	\$15,000	7	1/2 TON P/V
STREET		1	13.3	\$13,300	7	3/4 TON W/UTILITY
STREET		1	5	\$5,000	7	COPIER
STREET		2	48.5	\$97,000	7	T/A DUMP TRUCK
STREET		5	8	\$40,000	10	SALTERS
STREET		4	41.5	\$166,000	7	S/A DUMP TRUCK W/VB/P
STREET		2	9.5	\$19,000	4	STATION WAGONS
STREET		2	10.8	\$21,600	7	3/4 TON W/ELG
STREET		4	41.5	\$166,000	7	TRUCK, DUMP
STREET		3	12	\$36,000	7	TRACTORS
STREET		1	60	\$60,000	7	LOADER
STREET		1	80	\$80,000	7	PAVER
STREET		10	1.34	\$13,400	10	RADIOS
STREET		1	90	\$90,000	10	GRADER
STREET*	\$156,020	6	14.7	\$88,200	7	TRUCK, 1 TON W/FLOWS
STREET*		1	156.02	\$156,020	10	ASPHALT PLANT

CITY OF FORT WAYNE EQUIPMENT ACQUISITIONS
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***** PLAN *****

DEPT.	PURCH	QTY	COST(000)	TOTAL COST	AGE	EQUIPMENT
STREET*	\$7,491	3	2.5	\$7,500	10	BLADES
STREET*	\$25,087	1	28	\$28,000	10	SCALE
TECH SERV		1	11	\$11,000	4	CAR, FULL SIZE
TECH SERV		8	11.5	\$92,000	7	UTILITY 4WD
TELECOMM		1	100	\$100,000	7	SWITCH
TELECOMM		1	10.8	\$10,800	7	3/4 TON P/V W/ELECTRIC LIFT
TRAFFIC		1	13.3	\$13,300	7	1 TON TRUCK UTILITY BODY
TRAFFIC		1	9	\$9,000	4	CAR, MID SIZE
TRAFFIC		1	11	\$11,000	7	1 TON CAB & CHASSIS
TRAFFIC		1	10.8	\$10,800	7	3/4 TON PICKUP W/ELEC. GATE
TRAFFIC*		1	10.5	\$10,500	7	1 TON VAN
TRAFFIC*	\$11,547	2	11	\$22,000	7	TRUCK, CAB/CHASSIS
TRAFFIC*	\$8,155	1	8.515	\$8,515	4	CARS, SMALL
WATER		5	1.34	\$6,700	10	RADIOS
WATER		1	11	\$11,000	4	CAR, FULL SIZE
WATER		1	8.5	\$8,500	4	CARS, SMALL
WATER		1	30	\$30,000	7	BACKHOE
WATER		1	35	\$35,000	7	S/A DUMP
WATER		2	11.8	\$23,600	7	3/4 TON P/V W/UTILITY
WATER		3	35	\$105,000	7	LINE TRUCKS
WATER		1	14.5	\$14,500	7	1 TON VAN W/UTILITY/CENT. HYD.
WATER		1	9.2	\$9,200	4	WAGON, MID SIZE
WATER		1	11	\$11,000	7	4WD
WATER		1	9.6	\$9,600	4	4DR SEDAN
WATER		1	13.3	\$13,300	7	1 TON VAN W/UTILITY
WATER		2	9	\$18,000	7	1/2 TON VAN
WATER		3	9.2	\$27,600	4	CARS, STATION WAGON
WATER		1	10	\$10,000	7	VANS, .5
WATER		1	9	\$9,000	7	VAN
WATER		3	1.333333333	\$4,000	10	RADIOS
WATER		1	50	\$50,000	7	T/A DUMP
WATER		1	12	\$12,000	7	TRACTOR
WATER		1	10.8	\$10,800	7	3/4 TON P/V W/TG
WATER		5	8	\$40,000	7	COPIER
WPC		2	2.5	\$5,000	10	PERSONNEL MOVERS
WPC		1	11	\$11,000	4	CARS, STD.
WPC		2	11	\$22,000	7	VANS
WPC		5	8	\$40,000	7	COPIER
WPC		2	10.8	\$21,600	7	P/V TRUCK W/ELG
WPC		1	70	\$70,000	7	JOHN DEERE DOZER
WPC		1	3.5	\$3,500	4	CUB CADET
WPC		1	30	\$30,000	7	BACKHOE
WPC		39000	0.032	\$1,248,000	10	REMOTE METERS
WPC		1	46	\$46,000	7	T/A DUMP
WPC		4	23	\$92,000	7	DUMP TRUCKS

CITY OF FORT WAYNE EQUIPMENT ACQUISITIONS
MASTER LEASE PROGRAM
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BY DEPT.

***** PLAN *****

DEPT.	PURCH	QTY	COST(000)	TOTAL COST	AGE	EQUIPMENT
WPC		2	125	\$250,000	7	TRUCK, VACTER/JET
WPC		1	24	\$24,000	7	LAB
WPC		2	15	\$30,000	10	A/C 175 CFM
WPC		1	40	\$40,000	7	GASCHROMOTRAGRAPH
WPC*	\$19,930	2	10	\$20,000	7	VANS, .75
WPC* (2)	\$18,400	2	9.5	\$19,000	4	STATION WAGONS
TOTAL	\$511,029			\$5,644,742		

9/27/84

LEASE WITH OPTION TO PURCHASE

This Lease, made and entered into this _____ day of _____, 19____, by and between _____, a corporation organized under the laws of the State of Indiana and having its principal office in the City of Indianapolis, Indiana (hereinafter referred to as "Lessor"), and the City of Fort Wayne, a municipal corporation of the State of Indiana (hereinafter referred to as "Lessee"),

WITNESSETH:

That in consideration of the mutual agreements herein contained, the parties do hereby covenant to and with each other as follows:

1. Property Description. The Lessor does hereby lease to the Lessee the property described on Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Leased Equipment".
2. Term of Lease. The term of this Lease shall commence on the _____ day of _____, 19____, or on or after the day of delivery of the Leased Equipment to the Lessee and the acceptance of the Leased Equipment by the Lessee, whichever date or day is later, and unless earlier terminated pursuant to the provisions of this Lease, the Lease shall continue until the date of the final Lease payment as set

forth in "Exhibit B" attached hereto and made a part hereof.

3. Rent. Lessee shall pay the Lessor the amount set forth in Exhibit B hereto under the column headed "Lease Payment Amount", in cash or certified check, semiannually, beginning on the ____ day of _____, 19____, and continuing for the term hereof as set forth in Exhibit B hereto as rental paid in advance for the Leased Equipment. Said Lease payments shall be paid to Lessor at such address as Lessor shall indicate to the Lessee. It is agreed that such Lease payments shall be due and owing to Lessor for the Lessee's use of the Leased Equipment.

4. Option to Purchase. The Lessor hereby grants to Lessee the right and option, upon not less than sixty (60) days advanced written notice to Lessor, to purchase said Leased Equipment on any rental payment date beginning on the ____ day of _____, 19____, at a purchase price equal to _____ Dollars (\$_____) less the following cumulative credits:

(a) That portion of the first rental payment made under paragraph 3 herein which exceeds interest for twelve (12) months at the rate of _____ percent (____%) per annum on the amount of the purchase price shall constitute and be referred to as first credit on the purchase price.

(b) That portion of the second rental payment made under

paragraph 3 herein which exceeds interest for twelve (12) months at the rate of _____ percent (_____%) per annum on the net amount of the purchase price less first credit shall constitute and be referred to as second credit on the purchase price.

(c) Additional credits for each subsequent rental payment made shall be computed in like fashion, to-wit:

The amount by whcih the rental payment exceeds interest for twelve (12) months at the rate of _____ percent (_____%) per annum on the amount of the purchase price less the sum of previous credits shall constitute a credit on the purchase price accruing from each payment.

Upon written request of the Lessee made not less than thirty (30) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next date for the payment of renatl under paragraph 3 herein in order to purchase said Leased Equipment in accordance with this paragraph.

In the event the Lessee has not exercised the foregoing option to purchase the Leased Equipment at the expiration of this rental contract, the Lessee will quit and surrender the said Leased Equipment in as good a condition as wear and tear will permit, or may purchase, providing the rental payments have been made as heretofore provided in this contract, said

Leased Equipment for the additional sum of One Dollar (\$1.00) cash.

If the Lessee exercises its option to purchase as provided in paragraph 4 herein, the Lessor, upon payment of the purchase price, will deliver to Lessee a good and unencumbered title to the Leased Equipment herein described.

5. Taxes, Permits. Lessee agrees to pay as additional rent and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, excise or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Leased Equipment or its possession, use or operation by Lessee. Lessee further agrees to provide all permits and licenses necessary for the installation, operation and use of the Leased Equipment and to comply with all the applicable laws, rules, regulations and ordinances.

6. Location and Use. The Leased Equipment shall be held at and not removed from the general area of Lessee, other than in the course of an emergency, without the Lessor's written consent. Lessee will not use, operate or maintain the Leased Equipment improperly, carelessly, or in violation of any applicable law.

7. Repairs. Lessee, at its own cost and expense, shall maintain the Leased Equipment in good operating condition, repair and appearance, ordinary wear and tear excepted. At

its own cost and expense, Lessee shall further replace any and all parts and devices which may from time to time become worn out. All such replacement parts and devices shall accrue to the Leased Equipment and become the property of the Lessor. The Lessor shall not be liable or responsible for any loss, damage, liability or expense of any kind caused by or related to the Leased Equipment, or resulting from any defect in or deficiency of the Leased Equipment, or resulting from the use or operation of the Leased Equipment.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Equipment or any interest therein. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.

9. Damage or Destruction of Leased Equipment, Abatement of Rent.

(a) In the event the Leased Equipment is lost, stolen, or partially or totally destroyed, whether by fire or other casualty, so as to render the Leased Equipment unfit, in whole or in part for the use intended by Lessee, it shall then be the obligation of the Lessee to restore, repair,

replace or rebuild the Leased Equipment as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessee excepted; provided, however, that Lessee shall not be obligated to expend on such restoration, repair or rebuilding more than the amount of proceeds received by the Lessee from the insurance provided for in paragraph 10 hereof.

If there is in force on the date of such partial or total destruction insurance on the Leased Equipment in accordance with the provisions of paragraph 10 hereof, the rent shall be abated for the period during which the Leased Equipment or any part thereof is unfit and unusable for the use intended.

In the event Lessee fails or refuses to repair or replace or restore such Leased Equipment, within sixty (60) days after it has been lost, stolen or partially or totally destroyed, for the amount of proceeds received from the insurance provided for in paragraph 10 hereof or for any reason except for the fault of the Lessor or circumstances beyond the control of Lessee, the Lessor may then at its option declare an amount equal to the then current option purchase price of such Leased Equipment (as specified in paragraph 4 hereof) due and payable, to Lessor as liquidated damages. Lessee shall then pay such amount within thirty (30)

days of such notice in writing to Lessee by Lessor and upon such payment Lessor shall thereupon present Lessee with properly executed instruments of title and bill of sale to such Leased Equipment, and Lessee shall be entitled to title and possession of such Leased Equipment as-is, where-is, without warranty, expressed or implied, with respect to any matter whatsoever except that such Leased Equipment shall not be subject to any lein or encumbrance created or arising through Lessor. All insurance proceeds received by Lessor or Lessee under the policies required under paragraph 10 hereof with respect to the Leased Equipment being list, stolen, destroyed or damaged beyond repair shall be paid to Lessee if such Leased Equipment is repaired, restored or replaced by Lessee as required under, or if the Lessee fails or refuses to make the required repairs, restoration or replacement, such proceeds shall be paid to the Lessor and shall be credited against the amount of liquidated damages payable hereunder.

(b) No loss or damage to the Leased Equipment or any part thereof shall impose any obligation on Lessor under this agreement. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Leased Equipment and for injuries or deaths of persons and damage to property, howsoever arising from or incident

to the use, operation or storage of the Leased Equipment, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such damage to property be to Lessee's property or the property of others.

10. Insurance. At its own expense, Lessee shall cause casualty insurance to be carried and maintained with respect to the Leased Equipment and shall carry public liability and property damage insurance sufficient to protect the full value of the Leased Equipment and protect the Lessor from liability in all events. All such insurance policies shall name both the Lessor and Lessee as insureds. Prior to delivery of the Leased Equipment, Lessee shall furnish to Lessor evidence of such insurance policies, which shall be kept in full force and effect during the term of this Lease.

11. Representations and Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED EQUIPMENT. Lessee agrees that it has selected the Leased Equipment upon its own judgment and expressly disclaims any reliance upon any statements or representations made by the Lessor or any persons on Lessor's behalf. Lessor hereby

assigns to the Lessee for and during the LEase term all manufacturer's warranties or guaranties, expressed or implied, issued on or applicable to the Leased Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR CHARACTER RESULTING FROM THE USE, MISUSE, OPERATION OR MAINTENANCE OF THE LEASED EQUIPMENT BY THE LESSEE.

Lessee represents and warrants that it has the power to enter into this Lease, that procedures for execution of this Lease required by all applicable laws, regulations and ordinances, including competitive bidding if applicable, have been complied with, and that all Lease payments will be paid out of funds which are legally available for such purposes.

12. Events of Default. Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) Lessee shall fail to make any Lease payment, or to pay other payments to be paid hereunder, or (b) Lessee shall fail to keep any such other term, covenant or condition herein. Upon the occurrence of an event of default as specified above, and Lessee shall fail to remedy such event of default with all reasonable dispatch within a

period of thirty (30) days after receipt of notice in writing, then Lessor shall have the right at its option without further demand or notice, to pursue any one or more of the following remedies: (a) reenter and take possession of the Leased Equipment and sell, lease or sublease it; (b) take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due to enforce the performance and observance of any obligation, agreement or covenant of the Lessee under this Lease.

13. Defaults. If the Lessee shall default in the payment of any Lease payment or other sums payable to Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor, or in the observance of any other covenant, agreement or condition hereof, and such default shall continue for thirty (30) days after written notice to correct the same, then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, or the Lessor, at its option, without further notice, may terminate the interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to assume possession of the Leased

Equipment and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereunder maturing prior to the Lessor's actual taking of the Leased Equipment. No waiver by Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Assignability. Following the execution of this Lease by Lessor and Lessee, the Lessor intends to make a non-recourse assignment of its entire right and interest in and to the Lease payments and Leased Equipment to _____

(the "Assignee"). Such Assignee shall have full benefit of all of the covenants made by Lessee and all rights and all remedies of Lessor contained herein. Lessee shall not have the right to assign its rights, duties and obligations under this Lease, either in whole or in part, without the prior written consent of Lessor and its Assignee.

15. Title. Upon the assignment of this Lease as set forth in paragraph 14 hereof, title to the Leased Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the name of the Assignee. The Lessee shall have no right, title or interest in the Leased

Equipment or any additions, repairs, replacements or modifications thereto except as expressly set forth in this Lease.

16. Offset. Rentals or other sums payable by Lessee pursuant to this Lease shall not be subject to offset, deduction, counterclaim, or abatement except as provided herein under paragraph 9 or because of restriction of the Lessee's use of the Leased Equipment in breach of the terms of this Lease by Lessor.

17. Termination and Expiration. Lessee agrees to initiate all appropriations necessary to carry out the terms of this Lease, provided, however, that such appropriations shall be subject to the approval of all approving agencies both state and local. In the event of the disapproval of any such appropriation by any such agency, this Lease shall be terminated at the end of the period for which Lease payments have been validly appropriated and paid. Lessee shall give Lessor immediate notice in writing of any such disapproval of appropriations.

Upon termination or expiration of this Lease, the Lessee shall return the Leased Equipment in the condition, repair, appearance and working order required in paragraph 7 hereof (unless the Lessee has paid Lessor the then current option purchase price for such Leased Equipment), in the manner as may be specified by Lessor, by delivering the Leased Equip-

ment at Lessee's cost and expense to such place as Lessor shall specify within the continental United States by any appropriate method chosen by Lessee.

Lessee shall obtain all governmental authorizations to permit the return of the Leased Equipment to Lessor, and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

18. Notice. All notices to be given under this Lease shall be made in writing and mailed to the other party at the following address or at such address as the party may provide in writing from time to time:

LESSOR:

Fort Wayne, Indiana _____

LESSEE:

City of Fort Wayne
Board of Public Works

Fort Wayne, Indiana _____

19. Miscellaneous. The waiver by Lessor of the Lessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term covenant or condition. This Lease, together with the Exhibits hereto, constitutes the entire agreement between the parties and shall not be modified, altered or changed except in writing. This Lease shall be governed by laws of the State of Indiana and any provision of the Lease found to be

prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

20. Acceptance of Lease. This Lease shall not be binding upon the Lessor until accepted and approved by the Lessor at its principal office in Indianapolis, Indiana.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LESSOR:

By _____

LESSEE:

CITY OF FORT WAYNE, INDIANA

By _____

ASSIGNMENT

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over unto _____ of _____, its successors and assigns (hereinafter referred to as "Bank") the Within Lease With Option to Purchase and all right, title and interest in and to the Leased Equipment and all rights and remedies under said Lease with power in said Assignee to assign the same either in

Assignee's own name or in the name of the undersigned for the Bank's exclusive benefit or take all such legal or other proceedings as undersigned might have taken save for this Assignment.

ASSIGNOR:

By _____

Dated this _____ day of _____, 19__.

ASSIGNEE:

By _____

Dated this _____ day of _____, 19__.

EXHIBIT B

To Lease With Option to Purchase Between

_____ and the City of Beech Grove, Indiana

Dated: _____

<u>LEASE PAYMENT NUMBER</u>	<u>LEASE PAYMENT DUE DATE</u>	<u>LEASE PAYMENT AMOUNT</u>	<u>INTEREST PORTION*</u>	<u>PRINCIPAL PORTION</u>	<u>OPTION TO PURCHASE VALUE**</u>
-------------------------------------	---------------------------------------	-------------------------------------	------------------------------	------------------------------	---

1.	ON				
2.	DELIVERY				
3.					
4.					
5.					
6.					

Cash Price - \$ _____

Lease Price - \$ _____

* Interest calculations based on % annual effective rate.

** After payment of Lease payment amount otherwise due on date indicated.

1 BILL NO. S-84-11-36

2 SPECIAL ORDINANCE NO. S-_____

3 ORDINANCE DESIGNATING THE BOARD
4 OF PUBLIC WORKS AND SAFETY AS LEASING AGENT
5 FOR THE CITY OF FORT WAYNE, INDIANA; APPROVING THE LEASE
6 OF CERTAIN PROPERTY BY THE CITY OF FORT WAYNE,
7 INDIANA; APPROVING A FORM OF LEASE; ACCEPTING A LESSOR;
8 AND APPROVING OTHER ACTIONS WITH RESPECT THERETO.

9 WHEREAS, the City of Fort Wayne acquires an extensive
10 number of items of personal property; and

11 WHEREAS, the Board of Public Works and Safety has, in
12 the past, generally coordinated the acquisition of items of per-
13 sonal property and has let bids therefore; and

14 WHEREAS, numerous bids have been let for the acquisition
15 of items of personal property, and this Common Council has
16 approved the acquisition of said items of personal property; and

17 WHEREAS, this Common Council now deems it in the public
18 interest to lease said items of personal property rather than
19 purchase said items; and

20 WHEREAS, sufficient money has been appropriated by the
21 City of Fort Wayne to make the lease rental payments required for
22 the lease of said property; and

23 WHEREAS, a form of lease with option to purchase has
24 been reviewed and is appropriate for the lease of said items of
25 personal property; and

26 WHEREAS, Summers & Company has offered to acquire the
27 items of personal property and lease same to the City of Fort
28 Wayne pursuant to the terms and conditions contained in said
29 lease; and

30 WHEREAS, the proposed lease provides for fair and reaso-
31 nable rental and, further, that the execution of said lease is
32 necessary in order to make the purchase of said items of personal
property; now therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA THAT:

1 Page Two

2 SECTION 1. This Common Council finds that the Board of
3 Public Works and Safety should be and hereby is designated as the
4 leasing agent for the City of Fort Wayne, Indiana.

5 SECTION 2. The Common Council of the City of Fort Wayne
6 hereby approves the lease by the City of Fort Wayne, Indiana, of
7 those items of personal property listed on the attached Exhibit
8 "A", which items of personal property have been let for bid, and
9 the bid price has been approved.

10 SECTION 3. The form of lease with option to purchase,
11 attached hereto as Exhibit "B", together with such changes as may
12 be approved by the City Attorney and the Mayor, so long as said
13 changes do not include additions to the items of personal pro-
14 perty listed in Exhibit "A" hereto, nor change the total lease
15 amount, is hereby approved and adopted.

16 SECTION 4. That said lease shall be executed in the
17 name of the City of Fort Wayne, Indiana, by the Mayor of the
18 City, and his signature shall be attested by the Clerk, who shall
19 affix the seal of the City of Fort Wayne, Indiana, to said lease.

20 SECTION 5. That Summers & Company, of Fort Wayne,
21 Indiana, is hereby approved as Lessor and after execution by the
22 Mayor and the Clerk, the lease shall be delivered to the Lessor
23 and the Board of Public Works and Safety on behalf of the City of
24 Fort Wayne, Indiana, may accept delivery of the items of personal
25 property approved herein.

26 SECTION 6. This Ordinance shall be in full force and
27 effect from and after its passage and signing by the Mayor.

28
29 APPROVED AS TO FORM AND LEGALITY.

30 
Councilmember

31 
Bruce O. Boxberger, City Attorney

32 Dated this 26 day of NOV, 1984

BILL NO. S-84-11-36 (as amended)

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE DESIGNATING THE BOARD OF PUBLIC WORKS AND SAFETY AS
LEASING AGENT FOR THE CITY OF FORT WAYNE, INDIANA; APPROVING THE LEASE
OF CERTAIN PROPERTY BY THE CITY OF FORT WAYNE, INDIANA AND ITS
MUNICIPALLY OWNED UTILITIES: APPROVING A FORM OF LEASE; AUTHORIZING
ACCEPTANCE OF A LESSOR: AND APPROVING OTHER ACTIONS WITH RESPECT
THERE TO

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 100 PASS.

MARK E. GIAQUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

JANET G. BRADBURY

THOMAS C. HENRY

DONALD J. SCHMIDT

CONCURRED IN 12-19-84
SANDRA E. KENNEDY, CITY CLERK



The City of Fort Wayne

December 3, 1984

✓ Ms. Sandra E. Kennedy
City Clerk
Room 120, City-County Building

Ms. Natka Eshcoff
Deputy City Clerk
Room 120, City-County Building

RE: Bill No. S-84-11-36

Dear Sandy & Natka:

Enclosed you will find the amended version of the above referred to ordinance dealing with the City's leasing of certain items of personal property. The ordinance was introduced on Tuesday, November 27, 1984.

The amended version that I am giving you contains clarifications that we think are helpful. Ms. Simon will provide, to the Council members, the necessary lists of personal property noted as Exhibits A-1 and A-2. Upon receipt of these exhibits, they should be attached to this lease. The ordinance, as originally submitted, contained a lease form, which is the same lease form that we are presently using and that lease form should be attached to the amended version as Exhibit B.

AK
Lok
Ben →
Please schedule a public hearing for Tuesday, December 18, 1984. Due to the fact that December 18 is not scheduled as a "passage" meeting of the Council and further due to the fact that Council will not meet the following week, (Christmas Day), it will be necessary to schedule a special "passage" session for Tuesday, December 18, 1984. This will allow passage before the end of the year, which is necessary. Therefore, I respectfully request that Council call such a special session for purposes of passing this ordinance, after due consideration is given to same.

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802

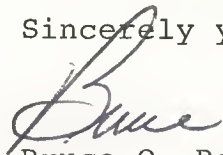
Ms. Sandra E. Kennedy
Ms. Natka Eshcoff
December 3, 1984
Page Two

I would also request that a Council member submit the amended ordinance, as an amendment, so that all procedures are properly followed.

I am giving to you copies of this letter and copies of the amended ordinance so that you may circulate these to all Council members. I would also request that you specifically bring this to the attention of the Council President and the Finance Chairman.

Thank you for your help and cooperation.

Sincerely yours,



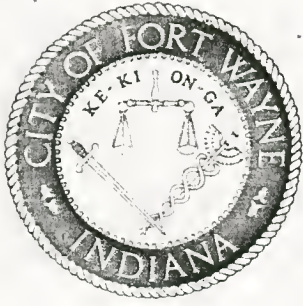
Bruce O. Boxberger
City Attorney (Corporation Counsel)
City of Fort Wayne, Indiana

BOB:dkg

Enc.

cc: Ms. Cosette R. Simon
City Controller

Mr. David J. Kiester
Director of Public Works



The City of Fort Wayne

December 4, 1984

Ms. Trudy Sterling
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Sterling:

Please give the attached full coverage on the date of December 7, 1984, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bill No. S-84-11-36
(amended)

Please send us 4 copies of the Publisher's Affidavit from both newspapers.

Thank you.

Sincerely yours,

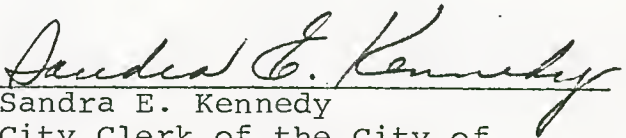

Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

FORT WAYNE COMMON COUNCIL

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, December 18, 1984, at 7:00 o'clock P.M., E.S.T., at the Council Conference Room 128, City-County Building, One Main Street, Fort Wayne, Indiana, will hold a public hearing on BILL NO. S-84-11-36 (as amended) -- ORDINANCE DESIGNATING THE BOARD OF PUBLIC WORKS AND SAFETY AS LEASING AGENT FOR THE CITY OF FORT WAYNE, INDIANA; APPROVING THE LEASE OF CERTAIN PROPERTY BY THE CITY OF FORT WAYNE, INDIANA AND ITS MUNICIPALLY OWNED UTILITIES; APPROVING A FORM OF LEASE; AUTHORIZING ACCEPTANCE OF A LESSOR; AND APPROVING OTHER ACTIONS WITH RESPECT THERETO


Sandra E. Kennedy
City Clerk of the City of
Fort Wayne, Indiana



The City of Fort Wayne

December 3, 1984

Ms. Sandra E. Kennedy
City Clerk
Room 120, City-County Building

✓ Ms. Natka Eshcoff
Deputy City Clerk
Room 120, City-County Building

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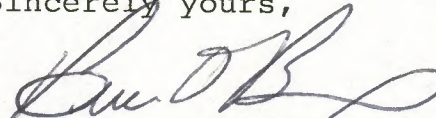
Ms. Sandra E. Kennedy
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December 3, 1984
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Thank you for your help and cooperation.

Sincerely yours,



Bruce O. Boxberger
City Attorney (Corporation Counsel)
City of Fort Wayne, Indiana

BOB:dkg

Enc.

cc: Ms. Cosette R. Simon
City Controller

Mr. David J. Kiester
Director of Public Works

FOX RIVER BOND
25% COTTON

Fort Wayne Common Council

(Governmental Unit)

Allen

County, IN

To **JOURNAL-GAZETTE** Dr.
P.O. BOX 100
FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head number of lines

2

Body number of lines

14

Tail number of lines

3

Total number of lines in notice

19

COMPUTATION OF CHARGES

19 lines, 1 columns wide equals 19 equivalent lines at .300¢ \$ 5.70
cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two) 2 extra 1.00

TOTAL AMOUNT OF CLAIM

\$ 6.70

DATA FOR COMPUTING COST

Width of single column 12.5 picas

Size of type 6 point

Number of insertions 1

Size of quad upon which type is cast 6

Pursuant to the provision and penalties of Ch. 89., Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Drusilla Rose

Date Dec. 7 19 84

Title CLERK

FORM #904

PUBLISHER'S AFFIDAVIT

State of Indiana
ALLEN County SS:Personally appeared before me, a notary public in and for said county and state, the undersigned **Drusilla Rose**that he/she is **CLERK** who, being duly sworn, saysof the **JOURNAL-GAZETTE**a **DAILY** newspaper of general circulation printed and publishedin the English language in the city of **FORT WAYNE, INDIANA**
town

in state and county aforesaid, and that the printed matter attached hereto is a true copy,

which was duly published in said paper for **one time**, the dates of publication being

as follows:

12/7/84

Subscribed and sworn to me before this 7th day of December 19 84

Anne M. Perkins
Anne M. Perkins

Notary Public

My commission expires November 29, 1985

FORT WAYNE COMMON COUNCIL
NOTICE OF PUBLIC HEARING
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Sandra E. Kannedy
City Clerk of the City of
Fort Wayne, Indiana

Fort Wayne Common Council
(Governmental Unit)
Allen
County, IN

To NEW-SENTINEL Dr.
P.O. BOX 100
FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines
Head number of lines 2
Body number of lines 14
Tail number of lines 3
Total number of lines in notice 19

COMPUTATION OF CHARGES

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Additional charge for notices containing rule or tabular work (50 per cent of above amount)
Charge for extra proofs of publication (50 cents for each proof in excess of two) 2 extra 1.00
TOTAL AMOUNT OF CLAIM \$ 6.70

DATA FOR COMPUTING COST

Width of single column 12.5 picas Size of type 6 point
Number of insertions 1 Size of quad upon which type is cast 6

Pursuant to the provision and penalties of Ch. 89., Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Drusilla Roose

Date Dec. 7, 19 84

Title CLERK

FORM #903

PUBLISHER'S AFFIDAVIT

State of Indiana
ALLEN County SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned Drusilla Roose who, being duly sworn, says that he/she is CLERK of the

NEWS-SENTINEL
a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for one time, the dates of publication being as follows:

12/7/84

Drusilla Roose

Subscribed and sworn to me before this 7th day of December 19 84

Anne M. Perkins

Anne M. Perkins Notary Public

My commission expires November 29, 1985

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Sandra E. Kennedy
City Clerk of the City of
Fort Wayne, Indiana
12/7